

SYNOPSIS – AGREED UPON ITEMS.

1. TERM OF CONTRACT

- a. Three years commencing January 1st, 2012.

2. WAGES

- a) Effective January 1st, 2013, an increase of 3% on all basic hourly, daily, weekly and mileage rates of pay.
- b) Effective January 1st, 2014, an increase of 3% on all basic hourly, daily, weekly and mileage rates of pay.

3. BENEFITS

A. Life Insurance

Effective first of the month following the CBA coming into force	\$46,000.00
Effective January 1, 2013	\$47,000.00
Effective January 1, 2014	\$48,000.00

TCRC-RTE represented employees who are in receipt of a Disability Pension or who become eligible to receive a Disability Pension will be entitled to a \$7,000.00 life insurance policy, fully paid up by the Company.

B. Disability Benefits

- a) Effective the first of the month following the CBA coming into force, the maximum benefit will be increased to \$650.
- b) Effective January 1, 2013, the maximum benefit will be increased to \$660.
- c) Effective January 1, 2014 the maximum benefit will be increased to \$680.
- d) Effective January 1, 2013, extend the continuation of coverage for extended health care, dental and basic life insurance up to 41 weeks provided the employee is receiving short-term disability benefits.

C. Dental Plan

- a) Effective the first of the month following the CBA coming into force, with treatment which commenced on or after the effective date, covered expenses will be defined as the amounts in effect on the day of such treatment, as specified in the relevant provincial Dental Association Fee Guides for the year 2012.
- b) Effective with treatment which commenced on or after January 1, 2013 covered expenses will be defined as the amounts in effect on the day of such treatment, as specified in the relevant provincial Dental Association Fee Guides for the year 2013.
- c) Effective with treatment which commenced on or after January 1, 2014 covered expenses will be defined as the amounts in effect on the day of such treatment, as specified in the relevant provincial Dental Association Fee Guides for the year 2014.
- d) For the Province of Alberta, the Fee Guide stated above shall be the Alberta Representative Guide and will be made available to the TCRC Membership as published yearly by the Company.
- e) Effective January 1, 2013, increase the annual maximum from \$1,525 to \$1,625.
- f) Effective January 1, 2014, increase the annual maximum from \$1,625 to \$1,725.
- g) On the first month following the CBA coming into force, new employees shall become eligible for dental benefits on the first day of service.

D. Extended Health & Vision Care Plan

- a) Effective January 1, 2013, the maximum amount for chargeable expenses for vision care will be increased from \$250.00 to \$275.00 in any 12 month period for persons under the age of 18 and in any 24 month period for persons age 18 and over.
- b) Effective the first month following the collective agreement coming into force, employees shall become eligible for extended health & vision care benefits on the first day of service.

4. MEDICAL REPORTS

The cost of all medical examinations, tests or reports, required by the Company's OHS department and/or the Company's insurance carrier shall be paid by the Company, when such examinations, tests, or reports are not paid for under a provincial health plan.

5. AUTOMOBILE ALLOWANCE

a) Effective January 1, 2014 increase the automobile mileage allowance to \$0.37/km.

6. REST AFTER AV, OFF FOR MILES AND INSTRUCTION CLASSES OTHER THAN RQ

a) Provide employees the ability to book rest upon their return from Annual Vacation.

- i. An employee may, at his/her discretion, choose to book rest after annual vacation. Booking rest must be made to the CMC no later than 15:00, prior to the end of AV. When rest after AV is booked it will be applied until 0400. The employee will be subject to a standard call upon expiration of rest.
- ii. Should an employee choose not to book rest after annual vacation, the employee will be placed on the board subject to call for duty with the standard calling time for the home terminal of the employee.

b) Provide employees the ability to book rest upon their return from being off for miles.

- i. An employee may, at his/her discretion, choose to book rest after returning from being off for miles. This request must be received by the CMC no later than 15:00, the day prior to the commencement of the following miles period. When rest is booked it will be applied until 0400 of the first day of the new mileage period. The Employee will be subject to a standard call upon expiration of rest.
- ii. Should an employee choose not to book rest when returning from being off for miles, the employee will be subject to call for duty with the standard calling time for the home terminal of the employee.

c) Provide employees with the ability to book rest after other than RQ training.

- i. Recognizing employees are expected to attend instruction sessions for other than RQ during their off duty hours, to ensure they are rested for work, employees will be entitled to book between one and ten hours rest at the conclusion of the instruction session.

7. END OF YEAR ANNUAL VACATION

For the purpose of scheduling annual vacation, the week containing December 31, will be considered as the last full week in which to schedule vacation within that calendar year.

Employees who are awarded the last full week of the year are obligated to take any General Holidays at the conclusion of the A V period. This week is exempt from the flatlining of AV. The number of available AV slots will be no less than half of the slots available during non-peak week, with a minimum of one slot per craft list.

8. CANCELLING CARRY OVER

Employees who commence work at the Home terminal prior to attaining the maximum mileage and subsequently have exceeded the maximum mileage upon their return to the Home Terminal will have the option to make all over miles non chargeable. In such cases, the over miles will not be carried forward.

Employees will have this window of opportunity once they have booked off-duty and must make their mileage adjustment immediately in CMA. Employees who elect not to do this reduction of their carry over at the time will no longer have the ability to do so. Any employee found canceling their carry over after said time will be subject to a mileage penalty in a following mileage period equal to double the excess mileage obtained . A written message indicating the same must be sent to the Crew Management Center in this regard.

Employees will not be able to cancel their carry over when there are laid off employees at their terminal.

9. KAWARTHA LAKES RAILROAD

Mr. B. Brunet
General Chair- Engineers East
Teamsters Canada Rail Conference

Mr. B. Hiller
General Chair- Trainmen East
Teamsters Canada Rail Conference

Dear Sirs,

This has reference to various discussions during this round of negotiations concerning the need to address issues unique to the Kawartha Lakes Railroad.

It was agreed to renew the Collective Agreement between Canadian Pacific Limited and the Teamsters Canada Rail Conference on behalf of the Trainpersons and Locomotive Engineers employed on the Havelock/Nephton Internal Shortline.

The following amendments will apply:

1. Article 3 pensions and benefits amended establishing increases under the terms of the National Agreement, dated Month, Day.
2. Article 5, clause 5.4 will be amended to increase wages under the terms of the National Agreement, dated Month, Day.
3. Article 25, clause 25.1, duration of Agreement will be amended to reflect renewed for a period of three years commencing January 1, 2012.

It is understood that, should this property be sold or discontinued during the term of the contract, the parties will serve a notice of Material Change.

If you are agreeable with the foregoing, please indicate your concurrence below.

10. HELD OUT OF SERVICE – LETTER - CTY EAST

This refers to our discussions regarding your concerns pertaining to employees being held out of service for an extended period of time both prior to and pending an investigation.

Although it was recognized that the Company has the right to hold employees out of service for an investigation according to the terms of the agreement, in order to address your concerns, the following was agreed:

The pilot program which was implemented in 2007 will continue for Trainpersons East of Thunder Bay.

The feature of this pilot program, involves the situation of when an employee has been suspended for an investigation for more than 10 calendar days due solely to the Company, the employee will be paid lost wages for the time in excess of 10 calendar days, whatever the decision may be. This period may be extended upon mutual agreement.

This pilot will continue for the duration of the contract and may be modified or cancelled upon mutual agreement.

If you are agreeable with the foregoing, could you please indicate your concurrence below.